

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION**

MINI COMPUTER MAINTENANCE, INC.	§	
D/B/A MCM CORPORATION,	§	
<i>Plaintiff,</i>	§	
	§	
v.	§	Civil Action No. 5:23-CV-00708
	§	
TWIN CITY FIRE INSURANCE	§	
COMPANY,	§	
<i>Defendants.</i>	§	

NOTICE OF REMOVAL

Defendant Twin City Fire Insurance Company (“Twin City”), pursuant to 28 U.S.C. §§ 1441 and 1446, files this Notice of Removal of the captioned action: Cause No. 2025-CI-07998 in the 224th Judicial District Court of Bexar County, Texas. In support of this Notice of Removal, Twin City respectfully submits:

1. On April 8, 2025, Plaintiff Mini Computer Maintenance, Inc. d/b/a MCM Corporation (“Mini Computer” or “Plaintiff”), commenced a state Court action by filing its Original Petition (the “Complaint”) in the 224th Judicial District Court of Bexar County, Texas. The Complaint names Twin City as the sole defendant.

2. Twin City was served via process server through its registered agent, CT Corporation System, not earlier than May 27, 2025. Twin City has requested certified copies of all process, pleadings, and orders from the 224th Judicial District Court of Bexar County, Texas. On receipt, this Removal will be supplemented. A copy of the state court file from Twin City’s counsel is attached as Exhibit “A”.¹

¹ Exhibit “A” – State Court File.

CITIZENSHIP

A. Mini Computer Maintenance, Inc. d/b/a MCM Corporation

3. Twin City searched the Texas Secretary of State website, which now redirects to the Office of the Comptroller, for Mini Computer Maintenance, Inc., which revealed that Plaintiff has two members, Thomas W. Dooley and Nancy Dooley.² Medina County Appraisal District records indicate that Thomas W. Dooley and Nancy Dooley own residential property located at 150 CR 2602, Mico, Texas 78056.³ The County Appraisal District records also show that Thomas W. Dooley and Nancy Dooley receive a homestead exemption at that address.⁴ Because Plaintiff's members, Thomas W. Dooley and Nancy Dooley, are citizens of Texas, Plaintiff is a citizen of Texas for purposes of diversity jurisdiction.

B. Twin City Fire Insurance Company

4. The Complaint alleges that Twin City "is a company engaged in the business of selling and providing residential property insurance coverage within the State of Texas."⁵ In fact, Twin City is an Indiana corporation with its principal place of business in Connecticut, meaning that it is a citizen of both Indiana and Connecticut for purposes of diversity jurisdiction.

AMOUNT IN CONTROVERSY

5. Generally, "the sum demanded in good faith in the initial pleading shall be deemed to be the amount in controversy."⁶ Removal is proper if it is "facially apparent" from the complaint that

² Exhibit B – Public Records in Support of Diversity Jurisdiction

³ *Id.*

⁴ *Id.*

⁵ Exhibit A – Complaint ¶ 8.

⁶ 28 U.S.C. § 1446(c)(2); *see also Wilson v. Hibu, Inc.*, No. 3:13-CV-2012-L, 2013 WL 5803816, at *2 (N.D. Tex. Oct. 28, 2013).

the claims asserted exceed the jurisdictional amount.⁷ Penalties, exemplary damages, and attorneys' fees are included as part of the amount in controversy.⁸

6. The Complaint alleges that "[t]he monetary relief sought by the Plaintiff is more than \$250,000.00 but not more than \$1,000,000.00."⁹ The amount in controversy requirement under 28 U.S.C § 1332(b) is plainly satisfied based on the allegations contained in the Complaint.

7. Twin City does not admit the underlying facts as alleged by Plaintiff in the Complaint or as summarized here, and Twin City expressly denies any liability to Plaintiff.

DIVERSITY JURISDICTION

8. Plaintiff is a citizen of Texas for purposes of diversity jurisdiction. Twin City is a citizen of both Indiana and Connecticut for purposes of diversity jurisdiction. Because Plaintiff is a citizen of Texas, and Twin City is a citizen of Indiana and Connecticut, complete diversity of citizenship exists. This Court has original jurisdiction pursuant to 28 U.S.C. § 1332(a), and the matter is removable to this Court pursuant to 28 U.S.C. § 1441(a) because there is complete diversity of citizenship and the amount in controversy exceeds \$75,000.00, exclusive of interest and costs.

REMOVAL PROCEDURE

9. Twin City's Notice of Removal is filed within 30 days of service of Plaintiff's Original Petition, and the removal is timely under 28 U.S.C. § 1446(b). Notice of this Removal has been provided to the clerk of the 224th Judicial District Court of Bexar County, Texas.

⁷ *John H. Carney & Assocs. v. State Farm Lloyds*, 376 F. Supp. 2d 697, 702 (N.D. Tex. 2005) (citing *Allen v. R&H Oil & Gas Co.*, 63 F.3d 1326, 1335 (5th Cir. 1995)).

⁸ *H&D Tire & Automotive-Hardware, Inc. v. Pitney Bowes Inc.*, 227 F.3d 326, 330 (5th Cir. 2000); *see also St. Paul Reinsurance Co. v. Greenberg*, 134 F.3d 1250, 1253 (5th Cir. 1998).

⁹ Exhibit A – Complaint ¶ 3.

CONCLUSION

Based on the foregoing, the exhibits submitted in support of this removal, and other documents filed contemporaneously with this Notice of Removal, Twin City Fire Insurance Company removes this case to this Court for trial and final determination.

Respectfully submitted,

/s/ Martin R. Sadler

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**ATTORNEY FOR DEFENDANT TWIN CITY
FIRE INSURANCE COMPANY**

CERTIFICATE OF SERVICE

This is to certify that a true and correct copy of the foregoing instrument has been served electronically via e-mail this the 23rd day of June 2025 to:

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